



0000045052

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
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STACEY A. KLINZMAN

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AZ CORP COMMISSION
DOCUMENT CONTROL

Via Overnight Delivery
7 February 2002

T-04084A-02-0169

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2996

RE: Legent Communications Corporation
Application for Certificate of Convenience and Necessity

Dear Sir or Madam:

Enclosed are an original and ten (10) copies of Legent Communications Corporation's Application for Certificate of Convenience and Necessity to provide intrastate telecommunications services as an interexchange reseller.

Please acknowledge receipt of this filing by date-stamping and returning the additional copy of this transmittal letter in the self-addressed, postage paid envelope enclosed for this purpose.

Questions regarding this filing may be directed to me.

Sincerely,

Miller Isar, Inc.

Stacey A. Klinzman
Director - Regulatory Compliance

Enclosures

cc: Mr. Scott A. White, Legent Communications Corporation.

BEFORE THE
ARIZONA CORPORATION COMMISSION

Application and Petition)
Of Legent Communications Corporation)
for Certificate of Convenience and Necessity)
to Provide Intrastate Telecommunication)
Services as an Interexchange Reseller)
_____)

Docket No. T- .

Application and Petition
Of Legent Communications Corporation
for Certificate of Convenience and Necessity
to Provide Intrastate Telecommunication
Services as an Interexchange Reseller

Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, CA 92618

BEFORE THE
ARIZONA CORPORATION COMMISSION

Application and Petition)
Of Legent Communications Corporation)
for Certificate of Convenience and Necessity)
to Provide Intrastate Telecommunication)
Services as an Interexchange Reseller)
_____)

Docket No. T-

**STATEMENT OF SCOTT A. WHITE
ON BEHALF OF
LEGENT COMMUNICATIONS CORPORATION**

I certify that Legent Communications Corporation is a California corporation, authorized to transact business in Arizona. Upon signing of this application, I attest that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

LEGENT COMMUNICATIONS CORPORATION

By: _____

Scott A. White, President
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, CA 92618

February 5, 2002

If the Applicant wants to provide any type of non-Customer Owned Pay Telephone ("COPT") or non-Alternative Operator Services ("AOS") telecommunications services in Arizona, provide the Arizona Corporation Commission ("Commission") with the information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity ("CC&N") will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus ten (10) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure each numbered item and each part of the item is answered completely. If it is not, Staff will re-submit the numbered item(s) and/or part(s) of the item in a following data request. In order for Staff to review of your application, the following information must be provided:

1. For each type of telecommunications services you indicated that you want to provide in Arizona.

 ☒ Resold long distance services (answer items 1 - 24 and items 25 - 35)
 ☐ Resold local exchange services (answer items 1 - 24 and items 36 - 46)
 ☐ Facilities-based long-distance services (answer items 1 - 24 and items 47 - 58)
 ☐ Facilities-based local exchange services, voice and/or data (answer items 1 - 24 and items 59 - 78)

2. Please provide the name of the Applicant.

Legent Communications Corporation

Provide the address of the Applicant

8001 Irvine Center Drive, Suite 1140, Irvine, CA 92618

Provide the telephone number (including area code) of the Applicant.

949.789.7468

Provide facsimile number (including area code) of the Applicant.

949.789.7469

Provide the e-mail address of the Applicant.

reg@legentcom.com

Provide the Web address (if one is available for customer access) of the Applicant.

N/A

3. Please provide the d/b/a name, if doing business other than the Applicant's name listed above, specify _____.

Applicant will not use a d/b/a in Arizona

4. Please provide the name of the management contact.

Provide the address of the management contact.

**Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618**

Provide the telephone number (including area code) of the management contact.

949.789.7468

Provide facsimile number (including area code) of the management contact.

949.789.7469

Provide the e-mail address of the management contact.

reg@legentcom.com

5. Please provide the name of the Attorney and/or Consultant representing the Applicant.

Provide the address of the Attorney and/or Consultant representing the Applicant.

**Stacey A. Klinzman
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, WA 98335
Consultant**

Provide the telephone number (including area code) of the Attorney and/or Consultant representing the Applicant.

253.851.6700

Provide facsimile number (including area code) of the Attorney and/or Consultant representing the Applicant.

253.851.64.74

Provide the e-mail address of the Attorney and/or Consultant representing the Applicant.

sklinzman@millerisar.com

6. Please provide the name of the Company's complaint contact person.

Provide the address of the Company's complaint contact person.

**Regulatory Manager
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
Irvine, California 92618**

Provide the telephone number (including area code) of the Company's complaint contact person.

949.789.7468

Provide facsimile number (including area code) of the Company's complaint contact person.

949.789.7469

Provide the e-mail address of the Company's complaint contact person.

reg@legentcom.com

(Note; You are required to inform the Commission of any changes pertaining to the Applicant, dba name, management contact, Attorney and/or Consultant, or the Company's complaint contact person.)

7. Please identify the type of legal entity the Applicant is:

Sole Proprietorship ☐

Partnership please indicate type: ☐ limited, ☐ general,
please indicate domicile: ☐ Arizona, ☐ Foreign

Limited Liability Company: ☐
please indicate domicile: ☐ Arizona, ☐ Foreign

Corporation please indicate type: X "S", ___ "C", ___ Non-profit, ___
please indicate domicile: ___ Arizona, X Foreign

(Note: According to A.R.S. § 40-282 A., "If an Applicant for a Certificate of Convenience and Necessity is a corporation, a certified copy of its Articles of Incorporation shall be filed in the office of the commission before any Certificate of Convenience and Necessity may issue.")

Other, specify _____

8. Please provide a copy of the Applicant's authority to do business in Arizona as Attachment "A".

Attached

Provide the names of all owners, partners, limited liability company managers, or corporation officers and directors (specify) in Attachment "A" and;

Attached

Provide their respective percentages of ownership in Attachment "A".

Attached

9. Please provide us with a copy of your proposed tariffs as Attachment "B".

Indicate by reference to page number(s) the proposed rates and charges for each service to be provided.

Rate information appears at tariff page number 27

Indicate by reference to page number(s) the tariff (maximum) rate as well as the price to be charged.

(Note: If no maximum rates are indicated, then the current prices on file will be considered current and maximum rates.)

Indicate by reference to page number(s) the terms and conditions that will apply to provision of the service(s) by your Company.

Terms and conditions applicable to provision of Applicant's service appears at tariff page number 9 et seq.

Indicate by reference to page number(s) the deposits, advances, and/or prepayments that will apply to provision of the service(s) by your Company.

Applicant will not collect deposits, advances, and/or prepayments from Arizona subscribers for intrastate service. No tariff references are included, accordingly.

(Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (see Rule R14-2-1109 (B) (2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.)

10. Please indicate the geographic market you will serve:

Statewide Applicant proposes to offer its services statewide.

Other, describe the area by community or rate center name

11. Please indicate if the Company has been or the Company is concurrently involved in any formal complaint proceedings pending before any State or Federal Regulatory Commission.

Applicant has NOT been, or is concurrently, involved in any formal complaint proceedings pending before any State or Federal Regulatory Commission.

If "yes", in which states is the Company involved in proceedings?

What is the substance of these complaints?

Provide a copy of the Commission order(s) that resolved any of these complaints.

12. Please indicate if the Company has been or the Company is concurrently involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years.

Applicant has NOT been, nor is it concurrently, involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years.

If "yes", in which states has the Applicant been involved in investigations?

Indicate why is the Applicant being investigated.

13. Please indicate if the Applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years.

Applicant has NOT received a judgment entered against it in any civil matter nor been convicted of criminal acts related to the delivery of telecommunications services within the last five years.

If "yes", list the states in which a judgment or conviction was entered.

Provide a copy of the court order.

14. Please indicate if your customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Customers will retain the ability to access alternative toll service providers by dialing an alternative network access code (1010XXX or 101XXXX).

15. Please indicate if your Company has financial statements for the two most recent years.

If "no", explain why and give the date your Company began operations.

Applicant initiated operations on July 1, 2001.

16. Please provide financial information as Attachment "C".

Provide us with a copy of your Company's balance sheet in Attachment "C".

Attached

Provide us with a copy of your Company's income statement in Attachment "C".

Attached

Provide us with a copy of your Company's audit report (if audited) in Attachment "C".

Not applicable.

Provide all related notes to these financial statements for the two most recent years that your Company has been in business in Attachment "C".

No related notes to attached financial statements are available.

17. Please provide retained earnings account information on the balance sheet or on a separate sheet in Attachment "C".

Retained earnings information appears as a separate line item on Applicant's balance sheet.

18. Please indicate if your Company is a subsidiary.

Applicant is not a subsidiary.

If "yes", provide a copy of your Parent Company's financial statements, in addition to your Company's financial statements, in Attachment "C".
Repeat items 15, 16 and 17 for your Parent Company. Make sure answers furnished by your Parent Company satisfy each item and request for information.

19. Please indicate if your Company intends to rely on the financial resources of its Parent Company.

Applicant does not intend to rely on the financial resources of a parent company.

If "yes", provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or business failure. The statement should also affirm that it will guarantee repayment of customers' advances, prepayments, or deposits held by your Company if, for some reason, your Company cannot provide service or repay the deposits.

20. Please indicate if your customers will be required (or have the option) to pay advances, prepayments, or deposits for any of your products or services.

Applicant will not collect deposits, advances, and/or prepayments from Arizona subscribers for intrastate service. Applicant does not propose to provide prepaid calling card services.

If "yes", provide an explanation of how and when these customer advances, prepayments, or deposits will be applied or reference the terms and conditions section of your Company's tariffs (by reference to page number(s)) with this explanation. If this information is not explained in the tariff, provide it on a separate sheet.

If "no",

(Note: Commission considers prepaid calling cards de facto prepayments.)

If at a later date, your Company decides it wants to offer or require customer advances, prepayments, or deposits, it may be required to submit updated financial statements as part of the tariff amendment process.

21. Please state the proposed fee that will be charged for returned checks.

Applicant proposes to charge \$20.00 or five (5) percent of the amount of the check, whichever is greater, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

22. Please clarify and indicate by reference to page number(s) in your tariff your Company's deposit policy.

Applicant will not collect deposits from Arizona subscribers for intrastate service. No deposit policy applies and no tariff references are included, accordingly.

(Note: Pursuant to A.A.C. R14-2-503 (B), the amount of a deposit required by the utility shall not exceed 2 times that residential customer's estimated average monthly bill or the average monthly bill for the customer class for that customer which ever is greater. Nonresidential customer deposits shall not exceed 2 ½ times that customer's estimated maximum monthly bill. The term "deposit" refers to all deposits, advance payments, and prepayment.)

23. Please submit copies of affidavits of publications that the Company has, as required, published legal notice of the application in all counties where services will be provided. Prior to the issuance of a CC&N, the Applicant is to complete and submit the following:

Applicant will publish legal notice of the application in all counties where service will be provided and will submit the required documents to the Commission upon completion.

A correspondence letter. Refer to the Sample Correspondence Letter in the Legal Notice Material;

Affidavits of publication form. Refer to the Sample Proof of Publication and an Affidavit of Publication in the Legal Notice Material; and

The actual copy of your Company's published Legal Notice as noted in the Legal Notice Material.

(Note: Use the Sample Legal Notice For Resold Telecommunications Services to provide resold long distance and/or resold local exchange telecommunications services. Use the Sample Legal Notice For Facilities-Based Telecommunications Services to provide facilities-based and resold local exchange, long distance and access exchange telecommunications services. All material for preparing and filing Legal Notice in the

newspapers is available at the end of item number 78).

24. Based on the review of the financial information submitted, Staff will determine whether or not the Applicant lacks sufficient financial resources.

If Staff determines the Applicant lacks sufficient financial resources, the Applicant must do one of the following:

1. Staff recommends that the Applicant procure a performance bond equal to \$10,000. The minimum bond amount of \$10,000 should be increased if at any time it would be insufficient to cover prepayments or deposits collected from the Applicant's customers. Staff further recommends that proof of the above mentioned performance bond be docketed within 90 days of the effective date of an order in this matter or 30 days prior to the provision of service, whichever ever comes first. If the Applicant is currently providing service, then please docket the performance bond within 60 days of the date of this letter.

(Note: The minimum bond amount for each type of telecommunication services is as follows: resold long distance \$10,000; resold local exchange \$25,000; facilities-based long distance \$100,000; and facilities-based local exchange, including access service, \$100,000. The amount of performance bond for multiple services is an aggregate of the minimum bond amount for each type of telecommunications services requested by the Applicant.)

OR

2. The Applicant must file a letter stating that it does not currently, and will not in the future, charge its customers for any prepayments, advances, or deposits. If the Applicant is currently collecting prepayments, advances, or deposits, the Applicant must refund those charges to customers to avoid maintaining the above mentioned performance bond. If in the future, the Applicant desires to charge prepayments, advances, or deposits, it must file information with the Commission that demonstrates the Applicant's financial viability. Staff will review the information and forward its recommendation to the Commission for a Decision.

If the Applicant wants to provide resold long distance telecommunications services, provide information as requested in items 1 - 24 and items 25 - 35.

25. Please indicate if your Company is currently reselling long distance telecommunications services in Arizona.

Applicant is currently not providing resold long distance telecommunications services in Arizona.

If "yes", please provide the date or approximate date you began reselling long distance telecommunications services in Arizona.

Identify the types of long distance telecommunications services you resell.

Applicant's initial service offering will be limited to the provision of "1+" switched access interexchange interLATA and intraLATA toll services. At a future date applicant may provide other resold services.

Identify whether operator services are provided or resold.

Applicant does not propose to offer operator services to the transient public. Any operator services that Applicant may provide in the future will be offered exclusively to customers of record.

Identify whether operator services are provided or resold to traffic aggregators (as defined in A.A.C. Rule R14-2-1001 (3)).

Applicant will not provide resold operator services to traffic aggregators.

(Note: Commission rule requires that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.)

Identify the number of customers in Arizona for each type of resold long distance telecommunications service.

Applicant does not anticipate providing its "1+" toll service to more than 500 subscribers within its first six months of operations.

Identify the total number of long distance intrastate minutes resold in the latest 12-month period for which data is available.

Not Applicable

If "no", please indicate the date when your Company plans to begin reselling long distance telecommunications services in Arizona.

Applicant proposes to begin offering service on March 1, 2002.

26. Please list the states in which you have applied for authority to offer resold long distance telecommunications services.

Applicant has applied for authority to provide resold intrastate service in the states of Alabama, California, Colorado, Idaho, Illinois, Indiana, Maryland, Massachusetts, Michigan, North Carolina, New Jersey, New York, Ohio, Texas, Utah, Virginia, and Washington. Applicant will apply for authority in Florida, Georgia, Mississippi, Missouri, Pennsylvania and South Carolina.

27. Please indicate the resold long distance telecommunications services you applied for in each state.

The resold service authority sought in each state is the same as that sought in Arizona.

28. Please list the states in which you have been approved to offer resold long distance telecommunications services similar to those you intend to resell in Arizona.

Applicant has been authorized to provide intrastate services in the States of Colorado, Idaho, Indiana, Michigan, New Jersey, North Carolina, New York, Ohio, Texas, Utah, and Virginia. Applicant's intrastate authority is pending in Alabama, California, Illinois, Maryland, Massachusetts and Washington.

29. Please list the states in which you currently offer resold long distance telecommunications services similar to those you intend to resell in Arizona.

Applicant is not currently providing resold telecommunications services.

30. Please provide a list of the states in which you have sought authority to resell long distance telecommunications services and either granted the authority with major changes and conditions, or had your application denied.

No states in which Applicant has sought authority to resell long distance telecommunications services has either granted the authority with major changes and conditions, or denied Applicant's application.

For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide resold long distance telecommunications services.

31. Please indicate if the Company has been granted authority to provide or resell long distance telecommunications services in any state where subsequently the authority was revoked.

Applicant has NOT been granted authority to provide or resell long distance telecommunications services in any state where subsequently the authority was revoked.

If "yes", provide copies of the State Regulatory Commission's decision revoking its authority.

32. Please list and give a detailed explanation of complaints you have received (if any) regarding resold long distance exchange telecommunications services offered in other states.

Applicant has not been the subject of complaints regarding resold long distance services offered in other states.

State what actions were taken to remedy these complaints and to prevent them from occurring again.

33. Please indicate if your Company is a switchless reseller of long distance telecommunications services

Applicant will operate as a switchless reseller of long distance telecommunications services.

If "yes", provide the name of the company or companies whose long distance telecommunications services you resell.

Applicant intends to resell underlying carrier network services including those provided by AT&T, MCI/WorldCom, Sprint, and Global Crossing.

If "no" include Attachment "E".

(Note: Attachment "E" needs to provide the following information: A diagram of the Applicant's basic call network used to complete Arizona intrastate resold long distance telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network). Also, include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the Applicant's intrastate resold long distance telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the Applicant's intrastate traffic.)

34. Please list the companies with which you have signed resale agreements for long distance, along with the states in which they were approved.

Applicant is in the process of concluding negotiations with its underlying carriers.

35. Please provide us with a copy of the resale agreement or contract between your Company and the applicable local exchange service provider. All applications for resold long distance telecommunications services must include a resale agreement or contract as Attachment "F".

Applicant is in the process of concluding negotiations with its underlying carriers.

Applicant seeks Certificate of Convenience and Necessity to provide resold interexchange telecommunications services. As the remaining questions to the Commission's application are inapplicable to Applicant's proposed provision of resold interexchange telecommunications services, they have not been replicated in the instant application.

BEFORE THE
ARIZONA CORPORATION COMMISSION

Application and Petition)	
Of Legent Communications Corporation)	
for Certificate of Convenience and Necessity)	
to Provide Intrastate Telecommunication)	Docket No. T-
Services as an Interexchange Reseller)	
<hr/>		

LIST OF ATTACHMENTS

ATTACHMENT A	Authority to Transact Business
ATTACHMENT B	Proposed Tariff and Price List
ATTACHMENT C	Financial Statements
ATTACHMENT E	Not Applicable
ATTACHMENT F	Not Applicable

ATTACHMENT A

AUTHORITY TO TRANSACT BUSINESS
(Attached)

WILLIAM A. MUNDELL
CHAIRMAN

JIM IRVIN
COMMISSIONER

MARC SPITZER
COMMISSIONER



BRIAN C. MCNEIL
EXECUTIVE SECRETARY

JOANNE C. MACDONNELL
DIRECTOR, CORPORATIONS DIVISION

ARIZONA CORPORATION COMMISSION

SUE WILLETT
7901 SKANSIE AVE STE-240
GIG HARBOR, WA 98335

RE: LEGENT COMMUNICATIONS CORPORATION
File Number: F-1006526-1

We are pleased to notify you that your Application for Authority to transact business in Arizona was approved and filed on December 10, 2001.

You must publish a copy of your Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona, as filed with the Commission for three (3) consecutive publications. An affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from the File Date.

All corporations transacting business in Arizona are required to file an Annual Report with the Commission, on the anniversary of the date of incorporation. Each year, a preprinted Annual Report form will be mailed to the corporation's known place of business approximately two months prior to the due date of the report. Should the report fail to arrive, contact the Commission. It is imperative that corporations notify the Commission immediately (in writing) if they change their corporate address, statutory agent or agent address. Address change orders must be executed (signed) by a corporate officer. Postal forwarding orders are not sufficient.

The Commission strongly recommends that you periodically check Commission records regarding the corporation. The Commission web site www.cc.state.az.us/corp contains information specific to each corporation of record and is a good general source of information.

If you have any questions or need further information, please contact us at (602) 542-3135 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,
RATIB NASIC
Examiner
Corporations Division

CF:07, Rev: 10/2001

AZ. CORP. COMMISSION
DELIVERED

NOV 20 2001

FILED BY EARL NATHAN
TERM _____
DATE 12-10-01

APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN ARIZONA

OF

LEGENT COMMUNICATIONS CORPORATION (F-10065261)

DO NOT PUBLISH
THIS SECTION

AZ CORP COMMISSION
FOR THE STATE OF ARIZONA
DELIVERED

corp

1. The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited,"

"incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state not applicable.

5. The statutory agent must provide both a physical and mailing address. If statutory agent has a P.O. Box, then they must also provide a physical description of their street address/ location.

OCT 22 12 55 PM '01

APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS
IN ARIZONA

The name of the corporation is: Legent Communications Corporation
A(n) California Corporation
(State, Province or Country)

X We are a foreign corporation applying for authority to transact business in the state of Arizona.

We are a foreign corporation currently authorized to transact business in Arizona and must now file this Application for New Authority pursuant to A.R.S. § 10-1504 because we have changed the following in our domicile jurisdiction:

- G Our actual corporate name (or the name under which we originally obtained authority in Arizona).
- G The period of our duration.
- G The state, province or country of our incorporation.

1. The exact name of the foreign corporation is:

Legent Communications Corporation

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

(FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is:

California

3. The foreign corporation was incorporated on the 14 day of May, 2001 and the period of its duration is: perpetual.

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:

8001 Irvine Center Drive, Suite 1140

Irvine, CA 92618

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:

National Registered Agents

302 North First Avenue, Suite 440

Phoenix, AZ 85003

**DO NOT PUBLISH
THIS SECTION**

5.b. Indicate to which address the Annual Report should be mailed.

6. If the purpose of your corporation has any limitations with regard to this section, so indicate. If not, state no limitations or leave blank.

Name:

Address:

City, State, Zip:

Name:

Address:

City, State, Zip:

Name:

Address:

City, State, Zip:

8. The total number of authorized shares cannot be "zero" or "N/A". Include authorized, not issued shares in this section.

5.a. The street address of the known place of business of the foreign corporation in Arizona IF DIFFERENT from the street address of the statutory agent is:

5.b. The Annual Report and general correspondence should be mailed to the address specified above in section 4 X or 5a _____.

6. The purpose of the corporation is to engage in any and all lawful business in which corporations may engage in the state, province or country under whose law the foreign corporation is incorporated, with the following limitations if any:

7. The names and usual business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.)

Scott A. White President [title]

8001 Irvine Center Drive, Suite 1140

Irvine, CA 92618

Scott A. White Secretary [title]

same as above

Scott A. White Director [title]

same as above

8. The foreign corporation is authorized to issue 1,000,000 shares, itemized as follows: (Attach additional sheets if necessary.)

1,000,000 shares of common [class or series] stock at

no par value or par value of \$ 0.10 per share.

shares of [class or series] stock at

no par value or par value of \$ per share.

shares of [class or series] stock at

no par value or par value of \$ per share.

**DO NOT PUBLISH
THIS SECTION**

9. The total number of issued shares cannot be "N/A".

The Application must be accompanied by the following: A Certificate of Disclosure, executed within 30 days of delivery to the Commission, by a duly authorized officer

Attach a certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, §8) and a certificate of existence or document of similar import duly authenticated (within 60 days) by the official having custody of corporate records in the state, province or country under whose laws the corporation is incorporated.

The agent must consent to the appointment by executing the consent.

9. The foreign corporation has issued 50,000 shares, summarized as follows:
- 50,000 shares of common [class or series] stock at
no par value or par value of \$ 0.10 per share.
- _____ shares of _____ [class or series] stock at
no par value or par value of \$ _____ per share.
- _____ shares of _____ [class or series] stock at
no par value or par value of \$ _____ per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:

Telecommunications

DATED this _____ day of _____,
Legent Communications Corporation

[Name of Corporation]

Executed by _____

Duly Authorized Officer or Director

Scott A. White, President

[print name]

[title]

PHONE _____

FAX _____

[optional]

[optional]

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 17th day of October, 2001.

National Registered Agents, Inc.

By: Zulma M. Howarth
Signature

Zulma M. Howarth, Asst. Secretary

[Print Name]

ATTACHMENT B

PROPOSED TARIFF AND PRICE LIST
(Attached)

TELECOMMUNICATIONS TARIFF
OF
LEGENT COMMUNICATIONS CORPORATION

8001 Irvine Center Drive, Suite 1140
Irvine, California 92618

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Legent Communications Corporation within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 8001 Irvine Center Drive, Suite 1140, Irvine, California 92618.

Issued: February 8, 2002
Issued By:

Effective Date:

Scott A. White
Legent Communications Corporation
8001 Irvine Center Drive, Suite 1140
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949.789.7468

CHECK SHEET

The Sheets 1 through 27 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	21	Original
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2	Original	23	Original
3	Original	24	Original
4	Original	25	Original
5	Original	26	Original
6	Original	27	Original
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of switched access resold intrastate interexchange telecommunications services by Legent Communications Corporation between various locations within the State of Arizona.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Commission:

Arizona Corporation Commission

Company:

Legent Communications Corporation ("Legent").

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber:

See "Customer" definition.

Travel Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

"800" Number:

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified Travel Card numbers or invalid Travel Card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Arizona law. The Company shall not be responsible for claims made outside the 30 day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. INDEMNITY**

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.6. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. INTERRUPTION OF SERVICE**

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.10. PAYMENTS AND BILLING

- 2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.10.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.10.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

- 2.10.4. A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 866.469.0829. Customer service representatives are available from 8:00 AM to 5:00 PM Pacific Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

2.10.6. Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Arizona Corporation Commission for its investigation and decision.

The address and telephone number of the Commission are:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Telephone number: (602) 542-4251
Toll Free: (800) 222-7000

2.11. CANCELLATION BY CUSTOMER

- 2.11.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.
- 2.11.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY CUSTOMER, Continued

2.11.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.12. CANCELLATION BY COMPANY

2.12.1. Company reserves the right to immediately discontinue furnishing the service to Customers without advance written notice and without incurring liability, in accordance with Arizona Administrative Code ("A.C.C.") Rule R14-2-509(B), Termination of Service Without Notice:

- A. For the existence of an obvious hazard to the safety or health of the consumer or the general population of the Company's personnel or facilities; or
- B. For the Company has evidence of tampering or evidence of fraud.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

2.12.2. Company may discontinue service with five (5) day's written notice in accordance with A.C.C. Rule R14-2-509(C), Termination of Service with Notice:

- A. For Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations; or
- B. For failure of the customer to provide the Company reasonable access to its equipment and property; or
- C. For failure to meet or maintain the Company's credit and deposit requirements; or
- D. For failure of the Customer to provide the Company reasonable access to its equipment and property; or
- E. For Customer breach of contract for service between the Company and Customer; or
- F. When necessary for the Company to comply with an order of any governmental agency having jurisdiction; or
- G. For the unauthorized resale of equipment or service.

2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

- 2.12.4. The Company may refuse to permit collect calling, Travel Card and third-number billing, when offered, which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.13. INTERCONNECTION

- 2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advance payments for its services.

2.15. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.16. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers the call. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. For call rating purposes, the call begins when the called party answers and ends when either party hangs up. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services, unless otherwise stated in this tariff, is one (1) minute with one (1) minute billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. LEGENT TELECOMMUNICATIONS SERVICES

- 3.2.1. Company provides switched access "1 Plus" interexchange interLATA and intraLATA toll telecommunications services which allow Customer to establish a communications path between two stations by using a uniform dialing plan.
- 3.2.2. **One Plus Service** is a switched access service offering users outbound "1 plus" long distance telecommunications services.
-

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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SECTION 4 - RATES**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedules:

4.1.1. Legent One Plus Service

	<u>Minimum</u>	<u>Maximum</u>
Initial One (1) Minute	\$0.10	\$0.20
Additional One (1) Minute	\$0.10	\$0.20

4.2. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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EFFECTIVE RATE SCHEDULE

1.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

1.1.2. Legent One Plus Service

<u>Initial One (1) Minute</u>	<u>Additional One (1) Minute</u>
\$0.15	\$0.15

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ATTACHMENT C

FINANCIAL STATEMENTS
(Attached)

Legent Communications Corporation
Balance Sheet
August 31, 2001

Assets

Cash	\$93,502
Other Current Assets	\$8,815
Long Term Assets	<u>\$190,801</u>

Total Assets	<u>\$293,118</u>
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Liabilities

Current Liabilities	\$ -
Long Term Liabilities	\$250,000
Total Liabilities	<u>\$250,000</u>

Shareholders' Equity

Common Stock	\$ 5,000
Retained Earnings	\$ 38,118
Total Shareholder's Equity	<u>\$ 43,118</u>

Total Liabilities & Equity	<u>\$293,118</u>
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Legent Communications Corporation
Income Statement
August 2001

	<u>Current Month</u>	<u>Year-to- Date</u>
Revenue	\$ 167,513	\$ 167,513
Cost of Goods Sold	<u>\$ 72,481</u>	<u>\$ 79,061</u>
Gross Profit	<u>\$ 95,032</u>	<u>\$ 88,452</u>
Sales, General & Administrative Expenses	<u>\$ 34,486</u>	<u>\$ 50,334</u>
Net Income	<u>\$ 60,546</u>	<u>\$ 38,118</u>